

SETTLEMENT AGREEMENT AND WAIVER AND RELEASE OF CLAIMS

This Settlement Agreement, Waiver, and Release of Claims (hereinafter "Agreement") is made and entered into between Marguerite Walden ("hereinafter Ms. Walden") and the North Carolina Department of Health and Human Services ("DHHS"), Black Mountain Neuromedical Treatment Center ("Black Mountain") (all hereinafter collectively referred to as "the Parties").

WITNESSETH

WHEREAS, Ms. Walden was hired as a speech and language pathologist I at Black Mountain effective 16 January 2013;

WHEREAS, Ms. Walden's offer letter erroneously established her salary as \$59,712.00 per annum for 30 hours per week of work;

WHEREAS, Black Mountain and DHHS determined there was an overpayment of Ms. Walden's salary and consequently recouped \$6,587.41 from Ms. Walden's salary between November and December 2014;

WHEREAS, Ms. Walden brought the matter to the attention of Black Mountain and DHHS;

WHEREAS, DHHS and Black Mountain have performed a further review of Ms. Walden's salary;

WHEREAS, Ms. Walden is still employed with Black Mountain;

WHEREAS, the Parties now desire to settle completely and for all time all existing disputes between or among them regarding the November-December 2014 recoupment by Black Mountain, including any and all prior conduct of the Parties relating to the recoupment.

NOW, THEREFORE, in consideration of the covenants and promises herein contained, and for other valuable consideration, the receipt of which is hereby acknowledged, the following Agreement is entered into by the Parties.

1. No Admission

This Agreement and compliance with this Agreement shall not be construed as an admission on the part of DHHS/Black Mountain of any violation of the rights or interests of Ms. Walden or of any other individual or entity. Nor shall the Agreement or compliance with the Agreement be construed as an admission by DHHS/Black Mountain of any violation of any order, ruling, law, statute, regulation, contract or covenant, express or implied, on the part of DHHS/Black Mountain, including its current and/or former directors, supervisors, employees, agents, or representatives.

2. Dismissal of Claims and Termination of Employment Rights

For and in consideration of the promises and covenants contained herein, Ms. Walden and DHHS/Black Mountain have agreed and do agree as follows:

(a) Ms. Walden expressly agrees that her current salary effective 1 February 2015 is \$68,147.00 per annum for 36 hours per week of work. Ms. Walden further agrees that her counsel, Ms. Jessica Leaven, shall forward the original copy of this Agreement, executed by Ms. Walden and Ms. Leaven, to counsel for DHHS/Black Mountain, Josephine Tetteh, Assistant Attorney General who will obtain the execution by the appropriate agency representative. A fully executed Agreement will then be forwarded to Ms. Leaven.

(b) DHHS shall return the \$6,587.41 recouped from Ms. Walden's salary between November and December 2014 minus any required taxes and retirement system contributions. Said monies shall be transmitted to Ms. Walden in accordance with DHHS' payment practices.

(c) Ms. Walden does hereby expressly relinquish her right to challenge the funds recouped by DHHS/Black Mountain.

3. Disavowal Of Any Further Or Additional Claims

Ms. Walden agrees not to pursue any claims directly or indirectly relating to the recoupment of funds in this matter. Ms. Walden also agrees not to pursue any claims directly or indirectly relating to her present salary as agreed and established under the terms of this Agreement.

4. Waiver And Release

(a) Except as stated herein, based upon the consideration recited above and the mutual releases granted herein, Ms. Walden hereby waives, releases and forever discharges any claims, rights, liabilities or entitlements now existing or arising in the future which are against or involve DHHS/Black Mountain and its agents, and which relate to her salary and the recoupment of Ms. Walden's salary, occurring prior to the execution of the Agreement, including, but not limited to any contract claim, tort claim, claim for wages, salaries, commissions, bonuses, severance pay or fringe benefits, and any claim based upon any state or federal wage, employment or common law, or amendments thereto, including, but not limited to: (i) any claim arising under the North Carolina State Personnel Act, N.C. Gen. Stat. § 126-1, et seq.; (ii) any claim arising under

the North Carolina Wage and Hour Act, N.C. Gen. Stat. § 95-25.1, et seq.; and (iii) any claim arising under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq.

5. Obligation For Attorney Fees and Costs To Date

DHHS/Black Mountain agrees that it will assume liability, if any exists, for its attorney fees and costs incurred in the defense of this matter. The Parties agree that DHHS/Black Mountain shall reimburse Ms. Walden one thousand dollars and 00 cents (\$1,000.00) of her attorney fees or costs in this matter.

6. Construction Of Agreement

Ms. Walden warrants that in agreeing to the terms of the Agreement, she has not relied in any way upon any representations or statements of DHHS/Black Mountain regarding the subject matter hereof or the basis or effect of the Agreement other than those representations or statements contained herein. The Agreement shall be construed in accordance with North Carolina law. Ms. Walden consents to the jurisdiction of North Carolina courts over this matter.

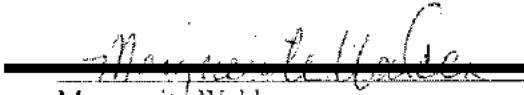
7. Entire Agreement

It is understood and agreed that this Agreement expresses a full and complete settlement of any and all claims, the same having been denied, and regardless of the adequacy of the terms of this Agreement is intended to avoid any possible litigation, hearings, reviews, investigations, or controversies. This Agreement contains the entire agreement between DHHS/Black Mountain and Ms. Walden with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. In the event that one or more of the provisions of this Agreement shall for any reason be held to

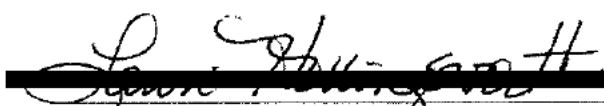
be unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable.

IN WITNESS WHEREOF, Marguerite Walden, and DHHS/Black Mountain, have executed the Agreement on the day and year noted below.

Dated: 06/10/2015


Marguerite Walden

Dated: 0.10.15


Lauri Hollingsworth
Director, Black Mountain Neuromedical
Treatment Center